

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE

TINA CAVENESS,

Plaintiff,

v.

Docket No. 3:10-0650

VOGELY & TODD, INC., and DON  
DURHAM,

Judge Haynes

Defendants.

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**DECLARATION OF PLAINTIFF TINA CAVENESS**

1. I, Tina Caveness, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct to the best of my information and belief.

2. I am over eighteen years old and am competent to testify to the facts stated herein and have personal knowledge of such facts.

3. I was employed by Vogely & Todd, Inc. from April 15, 2009 to approximately August 25, 2009.

4. I was paid \$750.00 per week while I worked for V&T.

5. I was not paid overtime at any time during my employment with V&T.

6. I estimate I have not been paid approximately 320 hours of overtime wages.

7. During the time I worked for V&T, I did not assign jobs to technicians, nor did I have the discretion to assign jobs to a particular technician. Technician assignments were made by Don Durham, and occasionally by Ben Durham or Rick Flores in Don Durham's absence.

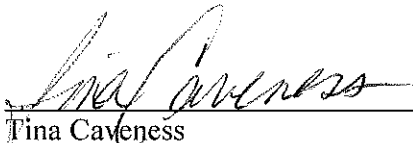
8. The technicians reported to and were managed by Don Durham, not to me. The only reporting the techs did to me was to advise me about the status of a particular job so I could relay the information and inform the customer.

9. The computer system would occasionally flag certain repairs if the cost of repair exceeded the cost of replacement. In such case, I would make the decision to either repair or replace based on the information the computer program provided. This was the only discretion I had concerning my job and this decision did not have a financial impact on V&T. .

10. I did not negotiate with insurance companies or individual customers. Don Durham gave me guidelines, or set prices for certain types of jobs. For example, V&T had set prices for a bumper replacement. I had no latitude to engage in any sort of negotiations that would bind V&T.

11. Most of the estimating work I did was "Non-DRP" work. This means that it was not direct repair work. Non-DRP work was set up in the computer and I had no discretion to negotiate pricing.

**FURTHER DECLARANT SAITH NOT.**

  
Tina Caveness

6-1-11  
Date